



Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-2191

9-345A050
16590 A
RECORDATION NO. FILED 1425

Writer's Direct Dial Number DEC 11 1989 - 1 35 PM

804/629-2818 INTERSTATE COMMERCE COMMISSION December 8, 1989

Ms. Noreta McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20412

Dear Ms. McGee:

I enclose five original counterparts of the document described in paragraph (1) hereof for recordation pursuant to §11303 of Title 49 of the U.S. Code.

In accordance with 49 CFR Part 1177 covering the recordation of documents, I advise you as follows:

(1) The enclosed document is an Amendment, dated as of December 1, 1989, to a Temporary User Agreement dated as of November 1, 1989, between General Electric Company, 2901 East Lake Road, Erie, Pennsylvania 16531, Bailor, and Southern Railway Company, Three Commercial Place, Norfolk, Virginia 23510, Bailee.

(2) The enclosed document is a "secondary document" under 49 CFR §1177.1. The primary document to which this is connected is recorded under Recordation No. 16590.

(3) No cross-indexing of the enclosed document is requested.

(4) The enclosed document was executed to evidence the grant by the Bailor to the Bailee of a temporary right to the use of certain railroad equipment, being:

12 3,200 H.P. diesel-electric locomotives, bearing the Bailee's initials and road numbers 3555 through 3566, both inclusive, AAR designation B-B.

Each Unit will be marked in letters not less than one inch in height with the words:

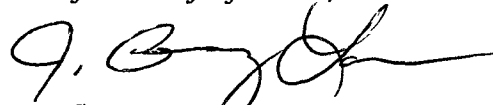
OWNERSHIP SUBJECT TO A SECURITY
AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION

- (5) The names and addresses of the enclosed document are shown in paragraph (1) hereof.
- (6) After recordation, the four original counterparts of the enclosed document not required by the Commission for recordation should be returned to our messenger who delivered this letter.
- (7) The recordation fee of \$15 is enclosed.
- (8) A short summary of the enclosed document for index use follows:

This is an Amendment dated December 1, 1989 to a Temporary User Agreement with Recordation No. 16590, between General Electric Company, as Bailor, and Southern Railway Company, as Bailee, covering 12 diesel-electric locomotives bearing Bailee's initials and road numbers SOU 3555 through SOU 3566, both inclusive.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



J. Gary Lane
Senior General Attorney

JGL/ks
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/11/89

OFFICE OF THE SECRETARY

J. Gary Lane
Senior General Attorney
Norfolk Southern Corporation
Three Commerce Place
Norfolk, VA. 23510-2191

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/89 at 1:35pm, and assigned recordation number(s). 16590-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDED 16590A
FILED 143

DEC 11 1989 -1 35 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT

AMENDMENT, dated as of December 1, 1989, between GENERAL ELECTRIC COMPANY, a New York corporation (the "Vendor"), and SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Railroad").

RECITALS

WHEREAS, Railroad and Vendor entered into a Temporary User Agreement dated as of November 1, 1989 (the "Agreement"), providing for the Railroad's temporary possession of and right to use certain equipment identified in the Agreement.

WHEREAS, the Railroad and the Vendor desire to amend the Agreement to provide for the Railroad's temporary possession of and right to use additional units of equipment.

NOW, THEREFORE, the Vendor and the Railroad hereby agree as follows:

1. For all purposes of the Agreement, the "Equipment" shall mean forty-five (45) new Dash 8-32B 3,200 H.P. diesel-electric locomotives, bearing Railroad's road numbers 3522-3566, inclusive.

2. Schedule A of the Agreement is amended as set forth in the attached Schedule A, which is hereby made part of the Agreement.

3. With respect to the twelve (12) Units of the Equipment identified by road numbers NW 3555-3566, inclusive, daily user fees pursuant to Section 3(b) of the Agreement shall not apply from the date of acceptance of each such unit through December 28, 1989.

4. Section 2 of the Agreement is amended by changing "March 1, 1990" to "December 28, 1989."

5. A new Section 15 is added to the Agreement as follows:

"15. On or before December 28, 1989, Railroad shall pay or cause to be paid to Vendor the purchase price for each Unit of Equipment. Upon payment of the purchase price for the Equipment, Vendor shall execute and deliver to Railroad or its designee and pursuant to the instructions of Railroad a bill or bills of sale covering such Equipment in customary form with full warranty of title, free and clear of all liens, security interests and encumbrances."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first written above.

GENERAL ELECTRIC COMPANY

By: *R. H. Jones*
 Title: MANAGER - FINANCIAL OPERATION

ATTEST:

Robert J. Koontz
 Assistant Secretary
 ATTESTING

SOUTHERN RAILWAY COMPANY

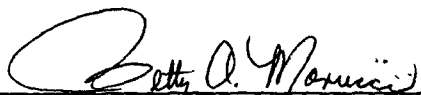
By: *Chas. F.*
 Title: Vice President

ATTEST:

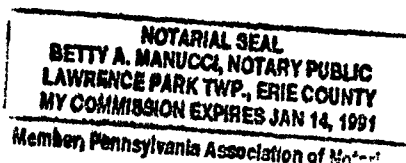
Regina M. Martin
 Assistant Secretary

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF ERIE)

On this 8th day of DECEMBER, 1989, before me personally appeared R.N. VOJES, to me personally known, who, being by me duly sworn, says that he is MGR FINANCIAL OPERATIONS of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

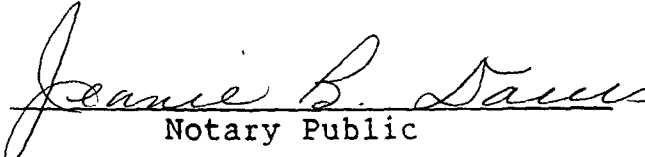

Notary Public

My commission expires:



COMMONWEALTH OF VIRGINIA)
) ss:
CITY OF NORFOLK)

On this 6th day of December, 1989, before me personally appeared C. M. Irvin, to me personally known, who, being by me duly sworn, says that he is Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.


Notary Public

My commission expires:

June 16, 1991

SCHEDULE A
to
TEMPORARY USER AGREEMENT
Dated as of November 1, 1989
between
GENERAL ELECTRIC COMPANY
and
SOUTHERN RAILWAY COMPANY

<u>Type of Equipment</u>	<u>AAR Symbol</u>	<u>Plant</u>	<u>Quantity</u>
3,200 H.P. Dash 8-32B Diesel Electric Locomotives	B-B	Erie, Pennsylvania	45

<u>Railroad Road Numbers (both inclusive)</u>	<u>Estimated Unit Price</u>	<u>Estimated Total Price</u>	<u>Delivery</u>
SOU 3522-3566	\$1,123,003	\$50,535,135	Erie, Pennsylvania in 1989